



July 19, 2016

MEMORANDUM FOR DIRECTORS, STATE AGENCIES FOR SURPLUS PROPERTY

FROM: DAVID ROBBINS
DIRECTOR
OFFICE OF PERSONAL PROPERTY MANAGEMENT

SUBJECT: Transfer of High-Mobility, Multipurpose Wheeled Vehicles (HMMWVs)
for Donation

The purpose of this memorandum is to advise you of our revised policy regarding transfers of surplus High-Mobility, Multipurpose Wheeled Vehicles (HMMWVs). This memo updates and supersedes a memo on the same subject dated July 7, 2016.

After slight revision of the recommendations made by the Law Enforcement Equipment Working Group and the acknowledgement that there are commercial entities that can retrofit HMMWVs to meet Federal Motor Vehicle Safety Standards, (FMVSS), the U. S. General Services Administration (GSA) is revising its policy regarding donations of HMMWVs. HMMWVs remain available for donation to all eligible donation recipients.

As the HMMWVs do not meet Federal Motor Vehicle Safety Standards (FMVSS) at the time of donation, the donation recipient will be required to sign documentation releasing the United States from any and all suits, actions, demands, or claims involving the operation of HMMWVs in their custody. The donee must sign the below hold harmless statement before the HMMWV can be physically released to them:

"The undersigned accepts the donation/transfer of High Mobility Multipurpose Wheeled Vehicle(s) (HMMWVs) **"As Is"** with no warranty of any kind including implied warranties, such as fitness for any purpose. The HMMWV is used at your agency's own risk. Extra operator competence and caution should be exercised in the operation and use of this vehicle outside the design specifications because the vehicle does not comply with the Federal Motor Vehicle Safety Standards (FMVSS) and is designed for use under conditions unique to the Department of Defense (DoD). In accepting the transfer/donation, the undersigned acknowledges that there may be hazards associated with the use of the vehicle and

acknowledges full responsibility for its use. The undersigned warrants that it will provide appropriate operator training and shall indemnify and hold the United States harmless against all suits, actions, demands, or claims involving the operation of HMMWVs in its custody. The undersigned also agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance, as applicable, to cover such claims. If the HMMWVs retain their military configuration, at the end of life the HMMWV can only be released to the public with a requirement for "off road use only". Otherwise the HMMWVs must be mutilated or disassembled.

This requirement for "off road use"/mutilation or destruction does not apply if the donee has written documentation that the HMMWV has been retrofitted to meet FMVSS."

The hold harmless statement must be included in the SASP Distribution Document or attached thereto, referencing the line item of the HMMWV and the Distribution Document number. It is incumbent on the donee to determine the applicable operator training required, and also to document if retrofit to FMVSS has occurred and maintain such documentation.

In GSAXcess, HMMWVs will include this advisory statement:

"High Mobility Multi-Purpose Wheeled Vehicles (HMMWVs) are available for transfer and donation. Donations recipients will be required to sign a Conditional Transfer Document and the linked hold harmless statement."

HMMWVs are controlled equipment, under the recommendations of the Law Enforcement Equipment Working Group and the policy disseminated in the GSA memo, subject: REQUESTS FOR AND DONATIONS OF CONTROLLED EQUIPMENT, dated September 22, 2015. This memo does change policy stated therein, eliminating the requirement that GSA be notified and approve disposition of the HMMWV at end of life, and it also provides a newly revised Conditional Transfer Document (CTD) applicable to HMMWVs which is an enclosure to this memo.

HMMWVs donated on or after October 1, 2015 can be eligible for the changes addressed herein. If you and a donee want to revise the conditions applicable to a donation made on or after October 1, you must sign revised hold harmless statements and CTDs, as provided in this memo. Any and all revised CTDs must be provided to the GSA allocating office so that we can have updated transfer documentation. These provisions are not automatically retroactive.

HMMWVs can be requested for cannibalization in accordance with all applicable procedures for any property for cannibalization in Title 41, Code of Federal Regulations, Part 102-37.

Please contact Mrs. Cindy Gardiner if you have any questions regarding this revised policy. She can be reached at cynthia.gardiner@gsa.gov or 703-605-2758.

Tactical Vehicle Conditional Transfer Document

KNOW ALL MEN BY THESE PRESENTS: That the United States of America (hereinafter called the General Services Administration (GSA) acting by and through the State of _____, State Agency for Surplus Property (hereinafter called the SASP), pursuant to the powers and authority contained in Title 40, United States Code, as amended, transfers to _____ whose address is _____ (hereinafter called the Donee) the Tactical Vehicle hereinafter described is required in the furtherance of the Donee's program and that the Tactical Vehicle will be used solely in connection with such programs and more specifically for all the following purpose(s):

in accordance with the proposed program and plan as set forth in the Donee's "Application Letter" dated _____, as amended _____, which Expression of Interest is hereby incorporated herein and made a part thereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all of its rights, title, and interest in and to the following described Tactical Vehicle attached thereto or installed therein, which has been determined by GSA to have a fair market value of \$ _____, unto the Donee to have and to hold the Tactical Vehicle, all singular forever, this donation being made on an "as is, where is" basis without warranty of any kind, and delivery made at present location of the Tactical Vehicle regardless of where the same may be situated or the condition thereof.

The Tactical Vehicle is delivered for Donee's exclusive use subject, however, to the following conditions and restrictions:

1. The Donee agrees that the Tactical Vehicle shall be used as stated in the Application Letter, which is hereby incorporated by reference.
2. The Donee shall begin using the Tactical Vehicle within 12 months after all required signatures have been affixed to this document.
3. If the Tactical Vehicle is not placed in use for the purpose stated above by the Donee within 12 months of donation, as evidenced by the date of the last signature of this document, and used for an 18 month period thereafter, then within 30 days after the Tactical Vehicle has ceased to be used, the Donee shall provide notice thereof in writing to the SASP, and at the Donee's expense, return the Tactical Vehicle to the SASP or otherwise make the Tactical Vehicle available for transfer, provided the Tactical Vehicle is still usable as determined by the SASP or otherwise dispose of the Tactical Vehicle, through the SASP, as may be directed by GSA.
4. The Donee shall immediately report lost, stolen or unaccounted for Tactical Vehicles received pursuant to this conditional transfer document.

5. During the periods of restriction prescribed in (2) and (3), above, the Donee shall make reports to the SASP on the use, condition, and location of the Tactical Vehicle and on other pertinent matters as may be required from time to time by the SASP or GSA.

6. In the event the Tactical Vehicle is ever sold, traded, leased, loaned, lost, bailed, encumbered, or otherwise disposed of in violation of the terms of this agreement, the Donee, at the option of GSA, shall be liable to the United States Government for the proceeds of the disposal or the fair market value of the Tactical Vehicle at the time of the unauthorized transaction, as determined by GSA.

7. In the event of a breach by the Donee or its successor in function of any of the above conditions and restrictions, interest in and to the Tactical Vehicle shall, at the option of GSA, revert to and become the property of the United States Government, and the Donee or its successor or assigns, shall forfeit all of its or their rights, titles and interests in and to the Tactical Vehicle and may be subject to other penalties, both civil and criminal.

8. The Donee agrees that it has the ability to safely maintain, operate, finance, properly store, and guarantee the security of the Tactical Vehicle being requested.

9. The SASP shall not grant waivers, amendments, releases, or terminate any of the terms and conditions enumerated in this document concerning the use or disposal of the Tactical Vehicle, or issue disposal instructions to the Donee for the Tactical Vehicle without the prior written concurrence of GSA or its successor in function.

10. The Donee agrees to hold harmless and indemnify the Government for any and all costs, judgments, actions, debts, liability costs and attorney's fees, any other request for monies or any other type of relief arising from or incident to the transfer, donation, use, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of the Tactical Vehicle, whether intentional or accidental.

11. The Donee agrees that this Tactical Vehicle Conditional Transfer Document was read and that the conditions and restrictions contained herein are fully understood.

IN WITNESS WHEREOF, the donor and donee have duly executed this instrument this _____ day of _____, _____.

United States of America acting by and through the _____ State Agency for Surplus Property

By: _____
Title: _____

DONEE:

By: _____

Title: _____

Institution or Organization: _____

CITY of _____)

COUNTY of _____)

STATE of _____)

On this _____ day of _____, _____, before me appeared _____ to me personally known, who, being by me duly sworn, says that she/he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the _____ State Agency for Surplus Property, and acknowledge the foregoing instrument to be the free act and deed of the State of _____. Given under my hand and official seal the day and year above written.

Notary Public in and for the

CITY of _____

COUNTY of _____

STATE of _____

(SEAL)

My commission expires: _____

CITY of _____)

COUNTY of _____)

STATE of _____)

On this _____ day of _____, _____, before me appeared _____ to me personally known, who, being by me duly sworn, says that she/he is the person who executed the foregoing instrument on behalf of said _____ and acknowledge to me that she/he was duly authorized to execute the foregoing instrument and that she/he executed the same as a free act and deed of said _____.

Given under my hand and official seal the day and year above written.

Notary Public in and for the
CITY of _____
COUNTY of _____
STATE of _____

(SEAL)

My commission expires: _____